

## INFORMATICA PROMOTION- AWS re:Invent 2024

### OFFICIAL RULES

**Important: Please read these Official Rules before entering this Promotion (the "Promotion").**

**By participating in this Promotion, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.**

Promotion void in countries and regions where prohibited or where participation is restricted by law. Subject to applicable federal, state, and local laws.

1. **Eligibility:** The Promotion is open only to participants who are registered for AWS re:Invent 2024 ("Event") and are U.S. residents at least 18 years old (or the age of majority in their jurisdiction of residence, whichever is older). In addition, this Promotion is not open to: (1) directors, officers, employees, analysts, sponsors or internally contracted vendors of Informatica LLC ("Sponsor") or its parent/subsidiaries, agents or affiliates and their immediate family members (spouses, parent, child, sibling, grandparent, and "step" child, wherever they may live); (2) employees or internally contracted vendors of governments and government-affiliated companies or organizations; or (3) any individual whose employer's guidelines or policies do not allow participation in the Promotion or acceptance of the prize(s). IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE. To be eligible to win a Prize, entries must be completed and received by Sponsor in the manner and format designated below.

2. **Promotion Period:** The Promotion on Day 1 of the Event starts on 02 December 2024, at 9:00 AM Pacific and ends at 6:00 PM Pacific on 02 December 2024, on Day 2 of the Event starts on 03 December 2024, at 9:00 AM Pacific and ends at 7:00 PM Pacific on 03 December 2024, on Day 3 of the Event starts on 04 December 2024, at 9:00 AM Pacific and ends at 7:00 PM Pacific on 04 December 2024 and on Day 4 of the Event starts on 05 December 2024, at 9:00 AM Pacific and ends at 3:00 PM Pacific on 05 December 2024 (the "Promotion Period"). All entries must be received during the Promotion Period and meet other requirements in these Official Rules to be eligible to win a Prize. Sponsor's or its designee's computer is the official time-keeping device for the Promotion.

**How to Enter:** To enter, participants must, be registered for the Event and must fill out the form available at <https://now.informatica.com/aws-reinvent-giveaways-2024.html> and include their full name, company, title, email, phone number, state and country location. All entries for the respective Day of the Event must be received during the applicable Promotion Period and meet other requirements in these Official Rules (collectively, "Entries" or "Entry").

**For Each Entry Method:** Limit one (1) entry per person during the Promotion Period, regardless of entry method. Any attempt to obtain additional entries, including through multiple or duplicate accounts will result in disqualification. All entries must be submitted by the individual entrant. Bulk or automated entries will be disqualified (including entries made using any script, macro, bot, or promotional service). Multiple participants are not permitted to share the same email account. Any attempt to obtain additional entries through fraud or other illegitimate means will result in disqualification, at Sponsor's discretion.

3. **Identity of Entrant:** If there is a dispute about the identity of the entrant, entries will be declared made by the authorized account holder of the email address submitted with the entry. An "authorized account holder" means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be required to provide Sponsor with proof that a potential winner is the authorized account holder of the account associated with the winning entry.

4. **Selection and Notification of Winner:** The Sponsor will select one (1) name for the Prize in a random drawing from among all eligible entries after the conclusion of the Promotion Period for each Day of the Event. The odds of winning depend on the number of eligible entries received during the Promotion Period. The Prize winners will be announced at Informatica's booth #1432 at the Event for each Day; i.e., on 02 December 2024 at 6:00PM Pacific, on 03 December 2024 at 7:00PM Pacific, on 04 December 2024 at 7:00PM Pacific and on 05 December 2024 at 3:00PM Pacific. The Prize must be collected at Informatica's booth #1432 at the time the announcement is made. In the Event where a Winner has been notified and a Prize has been claimed, such Winner shall not be allowed to participate in another random drawing for the other Days of the Event.

To the fullest extent permitted by applicable law, Sponsor may require the winner to sign and return, within seven (7) days of being notified, an Affidavit of Eligibility and Liability/Publicity Release in order to claim his/her prize. If (i) the attempted notification is returned as undeliverable; (ii) the winner does not respond or provide any required documents within the 7-day time period, such as the Affidavit of Eligibility and Liability/Publicity Release; or (iii) if potential winner is otherwise unable to accept the Prize as stated, the Prize will be forfeited and may be awarded to an alternate winner. Alternate drawings will be held until all Prizes are awarded. A Prize winner may elect to forfeit his or her Prize by promptly notifying Sponsor of this election. Sponsor may, in its discretion, not honor any Prize to an attendee that it reasonably believes obtained the Prize fraudulently or in violation of the Official Rules.

**Verification of Potential Winner:** THE POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION AN ENTRANT IS NOT A PRIZE WINNER UNLESS AND UNTIL

ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

5. **The Prize:** One (1) participant from eligible entries during the Promotion Period for each Day of the Event, will be randomly selected for a Prize. The Prizes include (in no particular order-) (1) Sony Play Station 5, (1) DJI Mini Drone 3, (1) Apple Smart Watch 10 and (1) Southwest Gift Card.

Prize Restrictions: ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prizes are not transferable. No substitutions or exchanges of the Prize (including for cash) will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize. Sponsor will not replace any lost or stolen prizes or prize components. Only one (1) Prize as stated in these Official Rules is available to be won in the Promotion per winner.

Except for applicable manufacturer's standard warranties, the Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including any implied warranty of merchantability or fitness for a particular purpose) regarding the Prize or any participant's participation in the Promotion. All costs and expenses, including support services, not specifically listed above as part of the Prize, are solely the participant's responsibility.

6. **Disclaimer:** Sponsor, and any of its respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the "**Released Parties**") will not be responsible for: (a) incorrect or inaccurate information caused by participant or any unauthorized human intervention in any part of the Promotion; (b) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (c) phone, electronic, hardware, software, network, Internet, or other computer or communications-related or technical malfunctions, interruptions, disconnections, or failures beyond Sponsor or the Released Parties' reasonable control; (d) any Promotion disruptions, injuries, losses or damages caused by Events beyond the reasonable control of Sponsor or the Released Parties by non-authorized human intervention; (e) any printing or typographical errors in any materials associated with the Promotion; (f) technical or human error which may occur in the administration of the Promotion; or (g) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Promotion or receipt, use, or misuse of the Prize.

7. **Release of Liability:** By entering this Promotion, entrant agrees to release and hold harmless Sponsor and the Released Parties from any injury, loss, or damage to person, including death, or damage to or loss of property due in-whole or in-part, directly or indirectly, to the acceptance or use/misuse of any Prize, participation in any Promotion-related activity, or participation in the Promotion.

8. **Limitations of Liability; Releases:** By entering the Promotion, you release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Promotion or delivery, mis delivery, acceptance, possession, use of or inability to use any prize (including claims, costs, injuries, losses and damages related to rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE PROMOTION OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE PROMOTION OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE PUSE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE PROMOTION OR ANY PRIZE EXCEED \$10. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS RENTED FROM THE SPONSOR, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

9. **Use of Use of Name, Likeness, etc.:** To the fullest extent permitted by applicable law, entry into the Promotion constitutes permission to use your name, hometown, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any prize, except where prohibited by law, winner may be required to execute a consent to the use of their name, hometown, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation. By entering this Promotion, you consent to being contacted by Sponsor for any purpose in connection with this Promotion.

10. **Privacy:** See Sponsor's Privacy Policy at [www.informatica.com/us/privacy-policy/](http://www.informatica.com/us/privacy-policy/). and Privacy Notice for Residents of California <https://www.informatica.com/legal/california-privacy-notice.html>.

NOTICE OF FINANCIAL INCENTIVE FOR CALIFORNIA RESIDENTS: If you are a California resident, the prize offered under this Promotion may constitute a financial incentive under the California Consumer Privacy Act of 2018 ("CCPA"). The amount of financial incentive for the personal information Informatica receives from your participation in the Promotion is based upon the estimated value of each Prize; a PS5 valued at \$449, (1) DJI Mini Drone \$420, (1) Apple Smart Watch 10 valued at \$460 and (1) Southwest Gift Card valued at \$500. The personal information provided will be collected, used, and disclosed in accordance with the Informatica Privacy

Policy and Privacy Notice for Residents of California. By registering for and participating in the promotion, you are opting in to potentially receiving the financial incentive. You may opt-out of the financial incentive at any time by: (i) cancelling your participation in the Promotion or not providing your personal information, or (ii) submitting a privacy request at [privacy@informatica.com](mailto:privacy@informatica.com).

11. **Winner List; Rules Request:** For a copy of the winner list, send an email to: [Events@informatica.com](mailto:Events@informatica.com) with "AWS re:Invent 2024 Informatica Prize Winner" in the subject line within three months of the end of the Promotion Period.

12. **Intellectual Property Notice:** Informatica® is a registered trademark of Informatica LLC. The Promotion and all accompanying materials are copyright ©2024 Informatica. All rights reserved.

13. **Disputes:** EACH ENTRANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, THE OFFICIAL RULES, OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR OR THE APPROPRIATE STATE COURT LOCATED IN SAN MATEO COUNTY, CALIFORNIA. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAW RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ANY SUCH CONTROVERSY OR CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND WILL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF SAN MATEO, CALIFORNIA, UNITED STATES. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

14. **General Conditions:** Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its discretion, and to modify, suspend or cancel the Promotion or any entrant's participation in the Promotion should viruses, bugs, unauthorized human intervention, pandemics, public disruptions, or other causes beyond Sponsor's reasonable control affect the administration, security or proper play of the Promotion, or Sponsor otherwise becomes (in its discretion) incapable of running the Promotion as planned. Entrants who violate these Official Rules, violate any law, rule, or regulation in connection with participation in the Promotion, tamper with the operation of the Promotion or engage in any conduct that is detrimental or unfair to Sponsor, the Promotion or any other entrant (as determined in Sponsor's discretion) are subject to disqualification from the Promotion. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Promotion. Sponsor reserves the right to disqualify any entries received that contain inappropriate or offensive content. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect.

To the extent the promotion uses or requires functionality of any third-party website (e.g., social media sites or platforms that enable broad communications, collaboration and/or posting of videos, reward redemption), participant understands that the promotion is not sponsored by such third parties, and further acknowledge and agree to follow the privacy policy and terms and conditions on such website(s), as applicable. Sponsor provides links to third party websites to the participant as a convenience, and Sponsor does not make any representation or take responsibility for such third-party websites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such third-party websites.

The participant is solely responsible for compliance with any applicable laws, rules and regulations, contractual limitations and/or office or company policies, if any, regarding his or her participation in the Promotion and acceptance of the Prize. By accepting the Prize, participant confirms that he or she is not in violation of any of the foregoing and has obtained the consent of his or her employer to participate, if applicable. If the participant is unable to participate in or accept the Prize for any reason, the participant must immediately inform Sponsor, and Sponsor shall have no further obligation to you. Sponsor will not replace any lost or stolen prizes after prize redemption.

15. **Sponsor:** Informatica LLC

2100 Seaport Blvd. Redwood City, CA 94063

16. **No Affiliation.** The Promotion is not affiliated with Sony, DJI, Apple or Southwest and the foregoing are/is not a sponsor of, or in any way affiliated with this Promotion.